

Agenda Item Form

Agenda Date: 6/15/2004

Districts Affected: All

Dept. Head/Contact Information: Norman C. Merrifield/ Daisy Esparza (Ext. 4057)

Type of Agenda Item:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input type="checkbox"/> Other _____ | | |

Funding Source:

- ☐ General Fund
☐ Grant (duration of funds: _____ Months)
☒ Other Source: User Fee

Legal:

- ☒ Legal Review Required
Denied
- Attorney Assigned (please scroll down): Lupe Cuellar
- ☒ Approved ☐

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

Necessary to permit contract employees to perform duties outlined in contracts

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Maintenance and operating expenditures are nil

Statutory or Citizen Concerns:

Demands and needs are met

Departmental Concerns:

Approval of employee contractor contracts will enable Parks Dept/Aquatics to meet it's mission objectives and functions

12 8 12 PM 3 21
CITY OF SAN ANTONIO

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to execute the following **EMPLOYEE CONTRACTOR** contracts on behalf of the **PARKS AND RECREATION DEPARTMENT**. Funding for these contracts is in fiscal year **2003/2004** appropriations to be approved by the City Council.

AQUATICS

DEPARTMENT ID: 51010281, ACCOUNT 501011

1. **CONTRACTOR:** Adriana Blackburn, Outdoor Pool Manager, Step 2
 DATES: June 16, 2004 through September 30, 2004
 RATE PER HR: \$7.50
 CONTRACT NO: **2003/2004-279**

2. **CONTRACTOR:** Raul Caudillo, Jr., Pool Attendant, Step 1
 DATES: June 16, 2004 through September 30, 2004
 RATE PER HR: \$5.40
 CONTRACT NO: **2003/2004-280**

3. **CONTRACTOR:** Samantha Delgado, Lifeguard, Step 2
 DATES: June 16, 2004 through September 30, 2004
 RATE PER HR: \$6.00
 CONTRACT NO: **2003/2004-281**

4. **CONTRACTOR:** Nathanael J. Pepper, Swim Instructor, Step 1
 DATES: June 16, 2004 through September 30, 2004
 RATE PER HR: \$5.35
 CONTRACT NO: **2003/2004-282**

5. **CONTRACTOR:** Jorge A. Rodriguez, Swim Instructor, Step 1
 DATES: June 16, 2004 through September 30, 2004
 RATE PER HR: \$5.35
 CONTRACT NO: **2003/2004-283**

6. **CONTRACTOR:** Beltsabe O Schroder, Swim Instructor Coordinator, Step 1
 DATES: June 16, 2004 through September 30, 2004
 RATE PER HR: \$6.50
 CONTRACT NO: **2003/2004-284**

7. **CONTRACTOR** Nicole M. Stewart, Lifeguard, Step 2
 DATES: June 16, 2004 through September 30, 2004
 RATE PER HR: \$6.00
 CONTRACT NO: **2003/2004-285**

8. **CONTRACTOR:** Angelica Vasquez, Pool Attendant, Step 1
 DATES: June 16, 2004 through September 30, 2004
 RATE PER HR: \$5.40
 CONTRACT NO: **2003/2004-286**

APPROVED this 15th day of June, 2004.

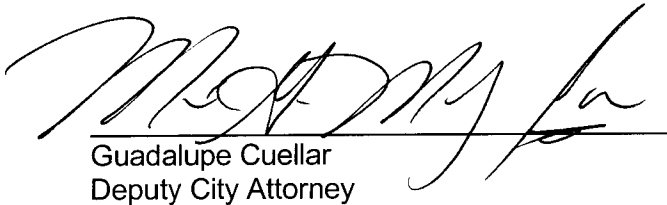
THE CITY OF EL PASO

ATTEST:

Joe Wardy
Mayor


Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:



Norman C. Merrifield, Director
Parks & Recreation Department

FUND: 16303
DEPARTMENT ID: 51010281
CLASS: 51151
PROJECT: P500203
SPEED CHART: P0181
ACCOUNT: 501011
CONTRACT NO: 2003/2004-279

STATE OF TEXAS)
)
COUNTY OF EL PASO) **EMPLOYMENT CONTRACT**
 PARKS AND RECREATION

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and ADRIANA BLACKBURN, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a OUTDOOR POOL MANAGER for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of OUTDOOR POOL MANAGER, STEP 2, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about JUNE 16, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$7.50 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement


Parks/Employment Contract Page
1 of 2

**EMPLOYMENT CONTRACT
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1163

CONTRACTOR:

Name: ADRIANA BLACKBURN
SS#: _____
Address: _____
City/State/Zip: _____
Phone: _____

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

ATTEST:

Joe Wardy, Mayor

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Adriana Blackburn
PARENT(S) (If Minor)

APPROVED AS TO FORM: ---

Guadalupe Cuellar
Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Thomas C. Sigel
Parks and Recreation Director
Delfina V. Gallo
Program Coordinator
Karen B. Fuller
Superintendent
R. H. Mancini
Administrative Analyst

FUND: 16303
DEPARTMENT ID: 51010281
CLASS: 51151
PROJECT: P500203
SPEED CHART: P0181
ACCOUNT: 501011
CONTRACT NO: 2003/2004-280

STATE OF TEXAS)
)
COUNTY OF EL PASO) EMPLOYMENT CONTRACT
 PARKS AND RECREATION

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and RAUL CAUDILLO JR., hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a POOL ATTENDANT for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of POOL ATTENDANT, STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about JUNE 16, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$5.40 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

R.C.

**EMPLOYMENT CONTRACT
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1163

CONTRACTOR:

Name: _____ RAUL CAUDILLO JR.
SS#: _____
Address: _____
City/State/Zip: _____
Phone: _____

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

_____ day of _____.

CITY OF EL PASO, TEXAS

ATTEST:

Joe Wardy, Mayor

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Raul Caudillo Jr.

PARENT(S) (If Minor)

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Parks and Recreation Director

Program Coordinator

Superintendent

Administrative Analyst

**EMPLOYMENT CONTRACT
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1163

CONTRACTOR:

Name: SAMANTHA DELGADO
SS#: _____
Address: _____
City/State/Zip: _____
Phone: _____

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

_____ day of _____.

CITY OF EL PASO, TEXAS

ATTEST:

Joe Wardy, Mayor

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Samantha Delgado

PARENT(S) (If Minor)

APPROVED AS TO FORM:

Guadalupe Cuellar
Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Thomas C. ...
Parks and Recreation Director

Delfina ...
Program Coordinator

James A. Fuller
Superintendent

R. ...
Administrative Analyst

FUND: 16303
DEPARTMENT ID: 51010281
CLASS: 51151
PROJECT: P500203
SPEED CHART: P0181
ACCOUNT: 501011
CONTRACT NO: 2003/2004-282

STATE OF TEXAS)
)
COUNTY OF EL PASO) EMPLOYMENT CONTRACT
 PARKS AND RECREATION

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and NATHANAEL J. PEPPER, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of SWIM INSTRUCTOR, STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about JUNE 16, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$5.35 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

NJP

**EMPLOYMENT CONTRACT
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1163

CONTRACTOR:

Name: _____ NATHANAEL J. PEPPER _____

SS#: _____

Address: _____

City/State/Zip: _____

Phone: _____

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IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

ATTEST:

Joe Wardy, Mayor

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Nathanael Pepper

PARENT(S) (If Minor)

Nancy A. Mary

APPROVED AS TO CONTENT:

Mark C. Nizich
Parks and Recreation Director

Dellmar V. Hall
Program Coordinator

Karen A. Fuller
Superintendent

B. D. Demart
Administrative Analyst

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

FUND: 16303
DEPARTMENT ID: 51010281
CLASS: 51151
PROJECT: P500203
SPEED CHART: P0181
ACCOUNT: 501011
CONTRACT NO: 2003/2004-283

STATE OF TEXAS)
COUNTY OF EL PASO) **EMPLOYMENT CONTRACT**
PARKS AND RECREATION

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and JORGE A. RODRIGUEZ, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of SWIM INSTRUCTOR, STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about JUNE 16, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$5.35 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

SR

**EMPLOYMENT CONTRACT
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1163

CONTRACTOR:

Name: _____ JORGE A. RODRIGUEZ _____
SS#: _____
Address: _____
City/State/Zip: _____
Phone: _____

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

ATTEST:

Joe Wardy, Mayor

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

PARENT(S) (If Minor)

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Parks and Recreation Director

Program Coordinator

Superintendent

Administrative Analyst



STATE OF TEXAS

COUNTY OF EL PASO

)

)

EMPLOYMENT CONTRACT

PARKS AND RECREATION

DEPARTMENT ID: 51010281

CLASS: 51151

FUND: 16303

PROJECT: P500203

SPEED CHART: P0181

ACCOUNT: 501011

CONTRACT NO: 2003-2004-284

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and Beltsabe O. Schroder hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a Swim Instructor ~~Coordinator~~ for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter; and

WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of Swim Instructor, Coordinator, Step 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.

2. **TIME OF PERFORMANCE** The employment of Contractor is to commence on or about June 16, 2004 and shall continue until September 30, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$6.50 per hour and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the Contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.

5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same it, it is agreed that this contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of the Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under this agreement.

**EMPLOYMENT CONTRACT
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1163

CONTRACTOR:

Name: BELTSABE O. SCHRODER

SS#: 4

Address: 5

City/State/Zip: _____

Phone: _____

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

ATTEST:

Joe Wardy, Mayor

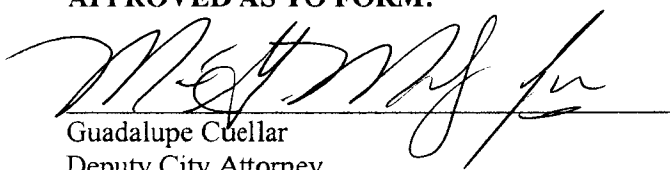
Richarda Duffy Momsen
City Clerk

CONTRACTOR:

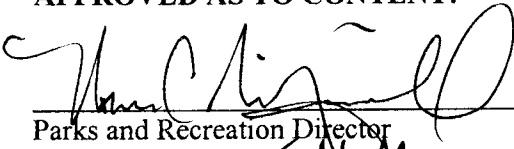


PARENT(S) (If Minor)

APPROVED AS TO FORM:

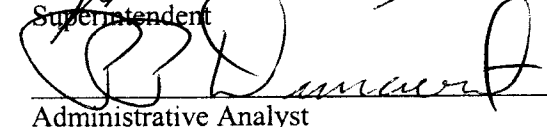

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:


Parks and Recreation Director


Program Coordinator


Superintendent


Administrative Analyst

FUND: 16303
DEPARTMENT ID: 51010281
CLASS: 51151
PROJECT: P500203
SPEED CHART: P0181
ACCOUNT: 501011
CONTRACT NO: 2003-2004-285

STATE OF TEXAS)
)
COUNTY OF EL PASO) **EMPLOYMENT CONTRACT**
 PARKS AND RECREATION

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and NICOLE M. STEWART, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a LIFEGUARD for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of LIFEGUARD, STEP 2, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about JUNE 16, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$6.00 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement



**EMPLOYMENT CONTRACT
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1163

CONTRACTOR:

Name: NICOLE M. STEWART

SS#: _____

Address: _____

City/State/Zip: _____

Phone: _____

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

ATTEST:

Joe Wardy, Mayor

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Nicole Stewart

PARENT(S) (If Minor)

Kelly Stewart

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Parks and Recreation Director

Program Coordinator

Supernitendent

Administrative Analyst

FUND: 16303
DEPARTMENT ID: 51010281
CLASS: 51151
PROJECT: P500203
SPEED CHART: P0181
ACCOUNT: 501011
CONTRACT NO: 2003/2004-286

STATE OF TEXAS)
)
COUNTY OF EL PASO) EMPLOYMENT CONTRACT
 PARKS AND RECREATION

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and ANGELICA VASQUEZ, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a POOL ATTENDANT for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of POOL ATTENDANT, STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about JUNE 16, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$5.40 and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

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**EMPLOYMENT CONTRACT
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1163

CONTRACTOR:

Name: ANGELICA VASQUEZ
SS#: _____
Address: _____
City/State/Zip: _____
Phone: _____

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

ATTEST:

Joe Wardy, Mayor

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Angelica Vasquez

PARENT(S) (If Minor)

[Signature]

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

[Signature]
Guadalupe Cuellar
Deputy City Attorney

[Signature]
Parks and Recreation Director

[Signature]
Program Coordinator

[Signature]
Superintendent

[Signature]
Administrative Analyst